

AMENDMENT 0001
REVISED PART I - SECTION F
DELIVERIES OR PERFORMANCE

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F.1 Delivery Requirements

(a) Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. The contractor shall start accepting orders on or before the completion of the 30-day start-up period. Delivery to the address(es) specified in each delivery order shall be within 20 calendar days for CONUS addresses, and 30 calendar days for OCONUS addresses from the date a valid order is received by the contractor, or as otherwise agreed to by the parties.

(b) Partial shipments and partial payments are not allowed under the ID/IQ contract unless otherwise specified by the ordering Contracting Officer.

(c) Alternate or additional delivery terms or schedules, such as ship-in-place, expedited shipping or shipping to APO addresses, shall be negotiated between the Contractor and the ordering Contracting Officer.

(d) Upon shipment of product(s), the Contractor shall e-mail the ordering Contracting Officer, or the individual the order will be shipped to (if an e-mail address is provided). The e-mail shall include the delivery order number, when the order was shipped, the tracking number used by the common carrier, a worldwide web "hot-link", and if possible, a toll free number to the common carrier.

F.2 Delivery Responsibilities

(a) Coordination and scheduling of shipment delivery is the responsibility of the ordering activity. Shipping is Free On Board (FOB) Destination with evidence of delivery.

(b) If an item cannot be delivered within the delivery time for that item, the Contractor shall notify the issuing Contracting Officer or authorized ordering official within two business days of receipt of order of the expected delivery date for the ordered item(s). Upon notification, the Ordering Agency may choose to cancel the order or request due considerations for the delay.

F.3 Shipment and Risk of Loss

The contractor shall ship all items F.O.B. destination. Risk of loss shall pass to the Government upon delivery. The contractor agrees to ship items with inside delivery included.

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At the option of the customer, the contractor will palletize orders that contain twenty (20) boxes or more.

The contractor agrees to provide arranged scheduled delivery for orders over 20 systems to the same location, if requested by customer.

Items not addressed or shipped properly may, at the discretion of the Government, be returned to the contractor at no cost to the Government.

DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION (applicable to shipments outside the contiguous 48 states)

(a) When a place of delivery is changed in accordance with the Changes clause of this contract, the contract price shall be adjusted pursuant to that clause for any resulting increase or decrease in the cost of performance. No adjustment shall be made for changes in transportation costs when supplies are identically priced for delivery regionally or nationally and the place of delivery is changed within the area to which the identical price applies. In all other cases, price adjustments due to changes in transportation costs shall be determined by comparing the cost of--

(1) Shipments to the new destinations as evidenced by copy of paid freight bills to be supplied by the Contractor with the invoice; and

(2) Shipments to the original or old destination as evidenced by copy of the appropriate paid freight bills to be supplied by the Contractor, or, in the event no shipments were made, as evidenced by the applicable rates of a common or contract carrier. If carrier rates are not publicly filed with any regulatory body, (e.g., interstate shipments moving by rail piggyback service) the Contractor shall provide a copy of the contract, letter agreement or other written communication from carriers quoting the rates/changes that would have been applied for shipments to the original or old destination.

(b) If (1) shipments to the new destination are made by the Contractor's owned or leased trucks and/or (2) shipments to the original destination were made or would have been made by the Contractor's owned or leased trucks, the Contractor shall so certify. The Government shall make an appropriate adjustment in contract prices for payment purposes by substituting a rate equal to 70 percent of the lowest applicable rate published in common carrier tariffs as of the date of shipment for the Contractor's actual rate or contemplated transportation costs.

(c) If any or all of the following data are not clearly shown on, or available from, copies of paid freight bills for each diverted shipment, the Contractor shall supply a statement showing the--

- (1) Full name of the carrier or carriers in the routing
- (2) Number of containers
- (3) Gross shipping weight
- (4) Actual date of shipment and
- (5) Freight description for the supplies as indicated in the "National Motor Freight Classification" or the "Uniform Freight Classification" (Rail).

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(d) For international shipments, the contractor will make its best effort to change the destination address during shipment, as needed. However, each instance must be negotiated on a case-by-case basis.

F.4 Purchase Deliveries

The contractor shall deliver items purchased under the Contract to DOT locations worldwide. Information on these locations is provided as follows:

OST: DOT HQ (1200 New Jersey Ave. SE, Washington, DC)
 FAA: FAA HQ (800 Independence Ave. SW, Washington, DC) plus
http://www.faa.gov/about/office_org/ for list of office locations
 FHWA: DOT HQ plus <http://www.fhwa.dot.gov/field.html> for field offices
 FMCSA: DOT HQ plus field offices at
<http://www.fmcsa.dot.gov/about/contact/offices/displayfieldroster.asp>
 FRA: DOT HQ plus regional offices at <http://www.fra.dot.gov/Pages/373.shtml>
 FTA: DOT HQ plus field offices at
http://www.fta.dot.gov/about_FTA_FTA_Offices.html
 MARAD: DOT HQ plus gateway offices:
http://www.marad.dot.gov/about_us_landing_page/gateway_offices/Gateway_Presence.htm plus Merchant Marine Academy: <http://www.usmma.edu/>
 NHTSA: DOT HQ plus regional offices:
<http://www.nhtsa.dot.gov/nhtsa/whatis/regions>
 OIG: DOT HQ plus regional offices: <http://www.oig.dot.gov/contact-us>
 PHMSA: DOT HQ plus regional offices: <http://www.phmsa.dot.gov/about/org>
 RITA: DOT HQ plus Cambridge, MA and Oklahoma City, OK:
<http://www.rita.dot.gov/contacts/>
 SLSDC: DOT HQ plus Operations HQ: <http://www.greatlakes-seaway.com/en/contact-us/slsc/index.html>
 STB: 395 E Street SW, Washington, DC

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F.5 Small Business Subcontracting Reports – Applies to ALL Contractors except for Small Businesses

The Contractor shall submit Individual Subcontracting Reports and Summary Subcontracting Reports (formally SF 294 & SF 295) semi-annually, in connection with the performance of the contract (see A. and B. below). These reports shall be submitted electronically via the Electronic Subcontracting Reporting System (ESRS) Web site, www.esrs.gov.

A. Individual Subcontract Report (formally SF 294)

The Contractor will submit an individual subcontracting report for this contract. The report will be submitted **semi-annually, and at contract completion. Semi-annual reports will be provided by** April 30th, for the period ended March 31st, and October 31st, for the period ended September 30th. These reports shall be delivered within 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. A separate report is due within thirty (30) days after contract completion. **Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.**

B. Summary Subcontracting Report (formally SF 295)

The Contractor shall submit a summary subcontracting report on **all of its contracts with the Federal Aviation Administration**. The report shall be submitted **annually** (for twelve months ended September 30th). The report shall be submitted no later than thirty (30) days, following the close of each reporting period